

CONFIDENTIAL PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff Christal Pairrett (“Pairrett” or “Plaintiff”) on the one hand, and Defendants Cove Electric, Inc. (“Cove Electric”) and Charles Bojkovsky (“Bojkovsky”) (collectively or alternatively, Cove Electric and Bojkovsky are referred to herein as “Defendants”), on the other hand. Pairrett and Defendants are referred to collectively as the “Parties” and, in the singular, as a “Party.”

I. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit, including her individual claims and her PAGA representative claim, which alleges wage and hour violations on behalf of Aggrieved Employees against Defendants, captioned *Christal Pairrett v. Cove Electric, Inc., et al.*, Case No.: CVPS2301933, initiated on April 21, 2023, and pending in the Superior Court of the State of California, County of Riverside.

1.2. “Aggrieved Employees” means all current and former employees who were employed by Defendant Cove Electric during the PAGA Period (individually, “Aggrieved Employee”), including Plaintiff.

1.3. “Aggrieved Employee Data” means allegedly Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.4. “Aggrieved Employee Address Search” means the investigation and search for current Aggrieved Employee mailing addresses by the Claims Administrator using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Claim Administrator with Aggrieved Employees.

1.5. “Approval Order” means the Court’s Order Granting Approval of PAGA Settlement.

1.6. “Claims Administrator” means Phoenix Class Action Administration Solutions (referred to interchangeably as “Phoenix Solutions”)

1.7. “Court” means the Superior Court of California, County of Riverside.

1.8. “CMO #1” means PAGA Case Management Order #1, filed October 10, 2023, that the Court entered in the Action and which governs this Agreement.

1.9. “Defense Counsel” means Lewis Brisbois Bisgaard & Smith LLP.

1.10. “Effective Date” means the date the Court enters a Judgment on its Order Granting Approval of PAGA Settlement, which is the date the Judgment is final.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13. “LWDA” means the California Labor and Workforce Development Agency, whose legal rights and obligations with respect to PAGA actions are set forth in Labor Code section 2699.

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. “Operative Complaint” means the Second Amended Complaint (“SAC”).

1.16. “PAGA Counsel” means Blalock Dye Law, LLP and Hellmich Law Group, P.C.

1.17. “PAGA Claims” means all PAGA claims alleged or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative PAGA Notice and Complaint or any amendments thereto. This includes but is not limited to all PAGA claims for: (1) failure to pay all wages (including minimum, regular, and incentive wages); (2) failure to pay all overtime wages; (3) failure to provide meal periods or proper premium compensation in lieu thereof; (4) failure to provide rest periods or proper premium compensation in lieu thereof; (5) failure to timely pay wages during employment or upon separation of employment; (6) failure to provide accurate, itemized wage statements; (7) failure to reimburse business expenses; and (8) failure to provide notice of COVID-19 Sick Leave Balance.

1.18. “PAGA Notice” means Plaintiff’s PAGA letter to Defendants and the LWDA, including all amended Notices.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee performed work for Defendants for at least one day during the PAGA Period.

1.20. “PAGA Period” means the period from April 21, 2022, through the date of the Approval Order. As of the date of this Agreement, Defendants represent there were approximately 89 allegedly Aggrieved Employees and 3,100 PAGA Pay Periods at issue.

1.21. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the PAGA Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) in settlement of PAGA Claims. PAGA Penalties is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 3.1.2 and 7.4 below. The PAGA Settlement Amount will be used to pay Individual PAGA Payments and the LWDA PAGA Payments 3.1.

1.22. “Plaintiff” means Christal Pairrett, the named Plaintiff in the Action.

1.23. “Released PAGA Claims” means, pursuant to CMO #1, section D. par. 7(c), the claims being released by the Plaintiff and PAGA Counsel, as described in section D., par. 5 therein, and further below in Paragraph 5.2, as including only those identified in the PAGA Notice, and only to the extent that they are alleged in the Operative Complaint.

1.24. “Released Parties” means, pursuant to CMO #1, section D. par. 7(b), Defendants and, as applicable, each of their past, present, or future, directors, officers, employees and agents.

1.25. “Settlement” means the disposition of the PAGA Claim only in the Action effected by this Agreement and the Judgment.

II. RECITALS

WHEREAS, Pairrett was employed by and performed work for Cove Electric from November 2020 through September 2022;

WHEREAS, Pairrett alleged the following individual claims in the Action : (1) Failure to Pay Wages Plus Interest – (Labor Code § 204); (2) Failure to Pay Overtime Wages (Labor Code, §§ 510, 1194); (3) Unpaid Meal Period Premiums (Labor Code § 226.7); (4) Unpaid Rest Period Premiums (Labor Code § 226.7); (5) Failure to Reimburse Business Expenses (Labor Code § 2802); (6) Deficient Pay Penalties (Labor Code § 210); (7) Waiting Time Penalties (Labor Code §§ 201, 203); (8) Noncompliant Wage Statements Labor Code § 226(a), 226.3; 9) Retaliation (Labor Code, §§ 98.6, 1102.5); (10) Wrongful Termination in Violation of Public Policy (Labor Code, § 6310); (11) Intentional Infliction of Emotional Distress; (12) Violation of Unfair Competition (Bus. & Prof. Code §§ 17200, et seq)(“Individual Claims”).

WHEREAS, Pairrett also alleged, as claim 13, a claim under the California Private Attorneys

General Act of 2004 (Labor Code §§ 2698, et. seq.), for penalties for alleged violations of essentially the same Labor Code violations as alleged on behalf of herself individually (“PAGA Claims”), in addition to violations of various notice and recordkeeping statutes, including Labor Code sections 247.5, 1174, 1175, 1198.5, and 2810.5.

WHEREAS, Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged, whether as to Pairrett’s individual or representative claims, but, like Plaintiff, wish to avoid the further costs and uncertainty of litigation;

WHEREAS, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely notice to Defendants and the LWDA by sending the PAGA Notice;

WHEREAS, on April 2, 2024, after several months of informal settlement negotiations, the Parties reached a settlement by the Parties’ Counsel of both Plaintiff’s Individual and PAGA Claims;

WHEREAS, the Parties believe and agree that the settlement of the PAGA Claim is fair, adequate, and reasonable, and was arrived at by and through extensive, arms- length negotiations, taking into account all relevant factors, present and potential;

WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff’s PAGA Claim and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that Plaintiff, on behalf of herself and all Aggrieved Employees, has against Defendants or any persons or companies affiliated with Defendants; and

WHEREAS, this Agreement contemplates (i) entry of an Order approving the Agreement and the settlement described herein; (ii) Defendants’ payment of PAGA penalties to the LWDA and the Aggrieved Employees, after approval of this Agreement by the Court, and (iii) the provision of time for the LWDA to serve any objections to the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this document and the other valuable consideration described herein, the sufficiency of which is now acknowledged by all Parties, the Parties agree as follows:

III. AGREEMENT

3.1. **PAGA Settlement Amount.** Except as otherwise provided by Paragraphs 3.1.2 and 7.4 below, Defendants promise to pay ten thousand dollars and no cents (\$10,000.00) and no more as the “PAGA Settlement Amount.” Defendants have no obligation to pay the PAGA Settlement Amount prior to the Effective Date.

3.1.1. Additionally, Defendants desire to use Claims Administrator, Phoenix Solutions, to handle and report all aspects of collecting, calculating, distributing, and reporting to the Court the disposition of the entire PAGA Settlement Amount to all recipients. Therefore, Defendants shall separately and in addition to the \$10,000 PAGA Settlement Amount, pay all fees the Claims Administrator incurs in administering and distributing the PAGA Settlement Amount pursuant to this settlement.

3.1.2. Aside from the separately paid fees to the Claims Administrator, the PAGA Settlement Amount is the maximum amount Defendants can be required to pay under this settlement. (See Paragraph 7.4, below.) The PAGA Settlement Amount will be administered by Claims Administrator Phoenix Solutions without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the PAGA Settlement Amount will revert to Defendants.

3.1.3. No attorney’s fees or costs will be paid from the PAGA Settlement Amount.

3.1.4. The Plaintiff will not be paid any enhancement or service fees from the PAGA Settlement Amount.

3.2. **Payments from the PAGA Settlement Amount.** Claims Administrator Phoenix Solutions shall distribute the PAGA Settlement Amount as follows:

3.2.1. **Distributions to the LWDA and Aggrieved Employees:** Pursuant to Labor Code section 2699, subd. (i), 75% (\$7,500.00) of the PAGA Settlement Amount of ten thousand dollars (\$10,000.00) shall be allocated to the LWDA PAGA Payment and the remaining 25% (\$2,500.00) shall be allocated to the Individual PAGA Payments.

3.2.2. Claims Administrator Phoenix Solutions will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to determine the value of each PAGA Pay Period ("PAGA Pay Period Settlement Value") and (b) multiplying the PAGA Pay Period Settlement Value by the number of each Aggrieved Employee's PAGA Pay Periods.

3.2.3. If the Court orders a different percentage of Plaintiff's gross settlement amount (i.e., the settlement amount that includes settlement of her Individual Claims) to be allocated to PAGA penalties, the Claims Administrator Phoenix Solutions shall apportion the revised PAGA Settlement Amount in the same manner (i.e., 75% to the LWDA and 25% to the Aggrieved Employees), as required by statute.

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimated there are 89 allegedly Aggrieved Employees who worked approximately three thousand, one hundred (3,100) PAGA Pay Periods.

4.2. **Aggrieved Employee Data.** Within 15 days of executing this agreement, Defendants will deliver the Aggrieved Employee Data to Claims Administrator Phoenix Solutions in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employee' privacy rights, Claims Administrator Phoenix Solutions must maintain the Aggrieved Employee Data in strictest confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Claims Administrator Phoenix Solutions employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Claims Administrator Phoenix Solutions if it discovers that the Aggrieved Employee Data omitted or otherwise did not accurately reflect employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to Claims Administrator Phoenix Solutions, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. At no point will Claims Administrator Phoenix Solutions share the Aggrieved Employee Data with Plaintiff.

4.3. **Funding of PAGA Settlement Amount.** Defendants shall fully fund the PAGA Settlement Amount by transmitting the PAGA Settlement Amount to Claims Administrator Phoenix Solutions no later than 5 business days after the Approval Order.

4.4. **Distributions from the PAGA Settlement Amount.** Within 14 days after Defendants fund the PAGA Settlement Amount, Claims Administrator Phoenix Solutions will mail checks for all Individual PAGA Payments and the LWDA PAGA Payment.

4.4.1. Claims Administrator Phoenix Solutions will issue checks for the Individual PAGA

Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Claims Administrator Phoenix Solutions will cancel all checks not cashed by the void date. Before mailing any checks, Claims Administrator Phoenix Solutions must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Claims Administrator Phoenix Solutions must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, Claims Administrator Phoenix Solutions must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. Claims Administrator Phoenix Solutions need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. Claims Administrator Phoenix Solutions shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, Claims Administrator Phoenix Solutions shall transmit the funds represented by such check to the California State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.5. **Tax Treatment for Individual PAGA Payments.** Each Eligible Aggrieved Employee's Individual PAGA Payments will be apportioned as 100% penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

V. RELEASES OF CLAIMS

In full and adequate consideration for the PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties pursuant to CMO #1, section D., par. 7(a)-(d), as follows:

5.1. Pursuant to CMO #1, section D., par. 7(a), the Releases contained herein shall bind only the Plaintiff and the State of California.

5.2. **Plaintiff's Release.** Pursuant to CMO #1, section D., par. 7(b)-(d), Plaintiff, in her capacity as a private attorney general "aggrieved employee" acting on behalf of herself, the State of California, and the Aggrieved Employees, and the State of California, in consideration of the PAGA Settlement Amount, shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties, as defined in Section 1.23 herein, from all the Released Claims, i.e., claims for the statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA Notice, as defined above, whether under the California Labor Code, applicable Wage Order(s), regulations, and/or other provisions of law, and only to the extent that they are alleged in the Operative Complaint, including, but not limited to, claims for the following violations: unpaid minimum and overtime wages, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to issue accurate and complete wage statements, failure to properly accrue and pay vacation pay, failure to reimburse

reasonably necessary business expenses, failure to timely pay all wages due during employment and at separation, failure to pay all sick pay, including COVID Supplemental Paid Sick Leave, and to provide proper notice of all such pay accrual and balances, as required, failure to retain required employment records, failure to provide required employee notices, and misclassification of non-exempt employees as exempt employees, that arose during the PAGA Period (i.e., April 21, 2022 through July 2, 2024). Plaintiff does not release any Aggrieved Employee's claims for wages or damages.

5.3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.4. **Covenants Not to Sue/Participate in Suits Under PAGA.** Plaintiff agrees not to bring, assist with, encourage or otherwise participate in the filing or prosecution of a PAGA action against either of the Defendants or any of the Released Parties., whether directly or indirectly, including by assisting with the identification of another PAGA representative or counsel any person to bring such suit(s).

5.5. **Release by PAGA Counsel.** PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to cooperate on an application or motion for approval of this settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice(s) (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Defendants' Responsibilities.** Defense Counsel shall prepare and deliver to Plaintiff all documents necessary for obtaining approval of this Settlement under Labor Code section 299, subd. (f)(2) including (i) the declarations called for in Court's CMO #1, section D, par. 8. (a) and (b) and (ii) a declaration from Claims Administrator Phoenix Solutions attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel.

6.3. **Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

6.4. **Duty to Cooperate.** The Parties shall comply with CMO #1 and file with the Court all documents and information it requires for adjudicating whether to approve the instant PAGA Settlement and dismiss the Action, including the PAGA Claim. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone and, in good faith, to modify this Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** Defendants have selected Claims Administrator Phoenix Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement. Claims Administrator Phoenix Solutions has also specifically represented to PAGA Counsel and Defense Counsel, through the Declaration of Jodey Lawrence, that it will not use any information obtained in the capacity as Administrator of this Settlement for any purpose other than administering the Settlement.

7.2 **Qualified Settlement Fund.** Claims Administrator Phoenix Solutions shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

7.3 **Administrator Duties.** Claims Administrator Phoenix Solutions has a duty to perform or observe all tasks to be performed or observed by it as set forth in this Agreement, CMO #1, or otherwise.

7.4 **Administration Costs.** Defendants shall be solely responsible for paying all of Phoenix Solutions's settlement administrations costs and shall pay such costs in addition to the PAGA Settlement Amount.

VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendants estimate that, calculated through the date of the PAGA Settlement Approval Hearing (July 2, 2024), there are approximately 89 Aggrieved Employees who worked a total of 3,100 Pay Periods during the PAGA Period.

IX. NULLIFICATION

Payment of the PAGA Settlement Amount is conditioned on the Court's approval of this Agreement. If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement and/or refuse to dismiss the Action with prejudice, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement and dismiss the Action with prejudice: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the

Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

X. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Settlement Amount.

XI. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

10.4. **Cooperation.** In addition to complying with CMO #1, the Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court.

10.5. **No Prior Assignments.** Each Party separately represents and warrants that it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by it in this Settlement.

10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. **Agreement Binding on Successors.** Subject to and consistent with CMO #1, the Parties agree the PAGA Settlement shall be binding on Plaintiff, her heirs, successors, and assigns, the LWDA, the State of California, and the Released Parties defined in section 1.25 herein.

10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after Claims Administrator Phoenix Solutions discharges its obligation to distribute all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to Claims Administrator Phoenix Solutions's payment of all settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or California state or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice.** All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Counsel and PAGA Counsel: Alanna Blalock and Danielle Dye of Blalock Dye, LLP 78401 Hwy 111, Ste. S, La Quinta CA 92253 (Alanna@mydesertlaw.com; Danielle@mydesertlaw.com); Christopher W. Hellmich of Hellmich Law Group, P.C., 40101 Monterey Ave. B1, #419, Rancho Mirage, CA 92270 (chellmich@hellmichlaw.com)

To Defense Counsel: Ann H. Qushair of Lewis Brisbois Bisgaard & Smith LLP, 650 Town Center Dr, Ste 1400, Costa Mesa, CA 92626-7020 (Ann.Qushair@lewisbrisbois.com)

10.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or PDF), or by email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring this case to trial under CCP section 583.310 for the entire period of this settlement process.

I, having read the foregoing PAGA Settlement Agreement and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: _____

Christal Pairrett, Plaintiff

Dated: _____

Charles Bojkovsky, Defendant

Dated: _____

On Behalf of Cove Electric, Inc., Defendant

Name: Charles Bojkovsky

Title: President